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UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

In re YELLOW CAB COOPERATIVE, INC., aka All Taxi Electronics, Debtor.	Case No. 16-30063 DM Chapter 11 **APPLICATION TO EMPLOY KIDDER MATHEWS AS BROKER FOR CHAPTER 11 TRUSTEE** [NO HEARING REQUESTED]

Randy Sugarman, Chapter 11 Trustee in this case (the "Trustee"), hereby requests authority pursuant to Section 327(e) of Title 11 of the United States Code, (the "Bankruptcy Code") and Federal Rule of Bankruptcy Procedure 2014(a) to employ Kidder Mathews Commercial Real Estate ("Kidder Mathews"), 101 Mission Street, Suite 2100, San Francisco, CA 94105; telephone number (415) 229-8888; Broker license number 01946490, as a commercial broker to assist the Trustee in marketing two leases of the Debtor, as set forth more below and in the supporting declaration of Marcella D. Harrison (the "Harrison Declaration").

1. The Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") on January 22. On November 15, 2017, the Court entered an order authorizing the appointment of a Chapter 11 Trustee in this case. Randy Sugarman was so appointed by Order entered on November 22, 2017.

2. An Official Committee of Unsecured Creditors was appointed by the Office of the United States Trustee on February 3, 2016.

SCOPE OF EMPLOYMENT

3. The Trustee deems it appropriate and necessary to employ a commercial real estate broker to list and market interests of the Estate in certain commercial premises leased by the Debtor: 1200 Mississippi Street, San Francisco, California (the "1200 Lease"); and 1760 Cesar Chavez, Unit N & O, San Francisco, California (the "1760 Lease").

4. Applicant has selected Kidder Mathews based on the firm's expertise and experience in marketing leased commercial properties in the Bay Area. Except as disclosed herein, to the best of the Trustee's knowledge, Kidder Mathews is disinterested. Kidder Mathews was the broker representing the then-landlord Potrero Investor I, LLC and Potrero Investor II, LLC in late 2012, involving the 1760 Lease, and represented the successor landlord, SF Industrial 1, LLC, in a 5-year renewal of the Debtor's 1760 Lease in 2015. Kidder Mathews also represented landlord Taxi Property Company in the sale to ProLogis of the 1200 Mississippi property, which closed in February 2017. Additionally, Marcella Harrison, in 1984, when she worked for Coldwell Banker, represented the buyer, Bay West Development, that purchased the 1200 Mississippi Street property, which was subdivided into four parcels called the Potrero Business Center ("PBC") which includes what is now the 1200 Lease property and the 1760 Lease Property, and Ms. Harrison also served as the leasing agent for PBC. To the best of the Trustee's knowledge, Kidder Mathews has no conflict with the interests of the Trustee and the estate, and Kidder Mathews is owed no money by the Debtor; and the Trustee further believes that the firm is well qualified to represent the estate in the matters described.

5. Subject to the Court's approval of this Application, Kidder Mathews has agreed to act as broker for the Trustee.

TERMS OF EMPLOYMENT

6. Subject to the Court's approval, the Trustee has agreed to the employment of

Kidder Mathews as broker according to the terms set forth in the Exclusive Listing Agreement (Subleasing), attached to the Harrison Declaration, and incorporated herein

7. Kidder Mathews will represent the Trustee exclusively, and will not represent the other side of any transaction; i.e., no dual agency. The proposed commission schedule is a set forth in Exhibit E to the Exclusive Listing Agreement, which contemplates standard commercial leasing commissions based on 7% of the rent for the first and second years, 6% of the rent for the third year, 5% of the rent for the fourth and fifth year, and so forth. The schedule calls for 50% of the commission to be paid upon bankruptcy court approval of a fully executed sublease, and the balance to be paid upon the commencement of the term. Kidder Mathews will share up to 50% of the commissions with the subtenant's broker. Should the landlord for either lease seek to buy out the Estate's interest, Kidder Mathews would be paid a flat fee of $120,000.00 for the 1200 Lease and $10,000.00 for the 1760 Lease.

8. Kidder Mathews understands that all commissions and reimbursement of expenses must be presented and approved in accordance with applicable provisions of the Bankruptcy Code, the United States Trustee's Guidelines, and the rules and orders of this Court. Pursuant to the Bankruptcy Code, the allowed commissions and reimbursable expenses of Kidder Mathews will constitute administrative expenses of the bankruptcy estate.

PROFESSIONAL DISCLOSURE

9. The Trustee supplied Kidder Mathews with a list of the following parties for purposes of performing a conflicts check to determine whether Kidder Mathews has any materials connection with: (i) YCC's officers; (ii) YCC's secured creditors (First Republic Bank, Ford Motor Credit Co. and First National Bank of Northern California); (iii) Each of the entities listed on the List of Creditors Holding 20 [actually 25] Largest Unsecured Claims; (iv) the Hon. Dennis Montali, the United States Bankruptcy Judge presiding over this bankruptcy case; and (v) Tracy Hope Davis, the United States Trustee responsible for overseeing this case.

10. Based upon the Harrison Declaration, except with regard to the specific matters set forth herein or therein, the Trustee believes that: Kidder Mathews has no material connections

with the Debtor, its creditors or any other party in interest or its respective attorneys and accountants; and holds nor represents, any interest adverse to the Debtor's estate; and Kidder Mathews is a disinterested party within the meaning of Section 101(14) of the Bankruptcy Code.

11. Kidder Mathews will promptly file a supplemental affidavit as required by Bankruptcy Rule 2014(a) should any new facts arise.

CONCLUSION

WHEREFORE, the Trustee prays that he be authorized to employ Kidder Mathews to represent the estate as broker pursuant to Section 327(e) of the Bankruptcy Code, all on the terms and conditions described in this Application.

DATED: April 20, 2017

MICHELSON LAW GROUP

By: *__/ s / Randy Michelson__*
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Randy Sugarman